
State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

Filing at a Glance

Company:	The Northwestern Mutual Life Insurance Company
Product Name:	TT.TERM.(0513)
State:	Arkansas
TOI:	L04I Individual Life - Term
Sub-TOI:	L04I.500 Other
Filing Type:	Form
Date Submitted:	12/21/2012
SERFF Tr Num:	NWST-128747955
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	TT.TERM.(0513)
Implementation	On Approval
Date Requested:	
Author(s):	Annette Huttli, John Kotarski, Julie Lewandowski, Samantha Turdo
Reviewer(s):	Linda Bird (primary)
Disposition Date:	01/03/2013
Disposition Status:	Approved-Closed
Implementation Date:	
State Filing Description:	

State: Arkansas
TOI/Sub-TOI: L04I Individual Life - Term/L04I.500 Other
Product Name: TT.TERM.(0513)
Project Name/Number: TT.TERM.(0513)/TT.TERM.(0513)

Filing Company: The Northwestern Mutual Life Insurance Company

General Information

Project Name: TT.TERM.(0513)
Project Number: TT.TERM.(0513)
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Deemer Date:
Submitted By: Annette HuttI

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 01/03/2013
State Status Changed: 01/03/2013
Created By: Samantha Turdo
Corresponding Filing Tracking Number:

Filing Description:

We are submitting the attached term life insurance policies for your review and approval. We plan to introduce these forms by the end of 2013, pending your approval.

The main purpose of this filing is to update our policies with revised payment plan tables. We are also updating a few of the policy provisions to be consistent with our newer products.

The basic policy, with sex distinct premium and payment plan rates, will be used when the policy is sold in markets where sex neutral rates are not required by law. The alternate sex neutral versions of pages 6, 12 and 13 will be included in policies sold in the employer sponsored market where sex neutral rates are required to conform to the Norris decision (See Supporting Documentation tab).

Information appearing on the policies that is variable has been bracketed to denote variability.

The TT.TERM.(0513) and TT.TERM.L20.(0513) is an illustrated form.

Based on this information we request your review and approval of the forms referenced above. If you have any questions or need additional assistance, please contact me at (414) 665-5637 or you can e-mail me at johnkotarski@northwesternmutual.com. On e-mail, please copy Samantha Turdo at samanthaturdo@northwesternmutual.com.

Sincerely,

John Kotarski
Product Compliance Specialist
Actuarial Department

Company and Contact

Filing Contact Information

John Kotarski, Product Compliance Specialist
720 East Wisconsin Avenue
Rm S845
Milwaukee, WI 53202

johnkotarski@northwesternmutual.com
414-665-5637 [Phone]
414-665-5006 [FAX]

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: L04I Individual Life - Term/L04I.500 Other
Product Name: TT.TERM.(0513)
Project Name/Number: TT.TERM.(0513)/TT.TERM.(0513)

Filing Company Information

The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Rm S845
Milwaukee, WI 53202
(414) 271-1444 ext. [Phone]

CoCode: 67091
Group Code: 860
Group Name:
FEIN Number: 39-0509570

State of Domicile: Wisconsin
Company Type: Life
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50 per form
Per Company: No

Company	Amount	Date Processed	Transaction #
The Northwestern Mutual Life Insurance Company	\$100.00	12/21/2012	65987262

SERFF Tracking #:	NWST-128747955	State Tracking #:		Company Tracking #:	TT.TERM.(0513)
State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company		
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other				
Product Name:	TT.TERM.(0513)				
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/03/2013	01/03/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Flesch Certification	Samantha Turdo	12/26/2012	12/26/2012

State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

Disposition

Disposition Date: 01/03/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Nonforfeiture Demos		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Sex Neutral Insert Pages		Yes
Form	Term Life Policy		Yes
Form	Term Life Policy		Yes

SERFF Tracking #:	NWST-128747955	State Tracking #:		Company Tracking #:	TT.TERM.(0513)
State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company		
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other				
Product Name:	TT.TERM.(0513)				
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)				

Amendment Letter

Submitted Date: 12/26/2012

Comments:

We noticed some incorrect language on our Flesch readability certification. It has been corrected and re-attached. The readability scores and form numbers remain the same. You have our assurance that nothing else was changed on this filing.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes	
Satisfied - Item:	Flesch Certification
Comments:	
Attachment(s):	
AR Certification.pdf STD TT TERM (0513) - FLESCH cert.pdf	
<i>Previous Version</i>	
<i>Satisfied - Item:</i>	<i>Flesch Certification</i>
<i>Comments:</i>	
<i>Attachment(s):</i>	
<i>STD TT TERM (0513) - FLESCH cert.pdf AR Certification.pdf</i>	

State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

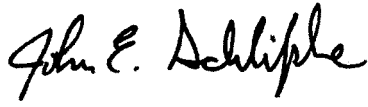
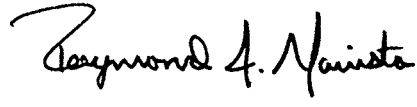
Form Schedule

Lead Form Number: TT.TERM.(0513)									
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Term Life Policy	TT.TERM.(0513)	POL	Revised	Previous Filing Number:	N/A	50.100	AR TT TERM (0513).pdf
						Replaced Form Number:	TT.TERM.(0105)		
2		Term Life Policy	TT.TERM.L20.(0513)	POL	Revised	Previous Filing Number:	N/A	50.100	AR TT TERM L20 (0513).pdf
						Replaced Form Number:	TT.TERM.L20.(0105)		

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy
(the "Policy"), subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Date of Issue.

 Chief Executive Officer	 Secretary
--	---

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date.

Convertible on or before the Final Conversion Date.

Premiums are payable to the Expiry Date.

The Expiry Date and Final Conversion Date are shown on page 3.

Right To Return Policy. Please read this Policy carefully. The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.TERM.(0513)



Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	{Term to 80 with Increasing Premiums}	Amount	\${1,000,000}

TT.TERM.(0513)

**This Policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.
Read your Policy carefully.**

TABLE OF CONTENTS

POLICY SCHEDULE PAGES

SECTION 1. THE CONTRACT

- Section 1.1 Life Insurance Benefit
- Section 1.2 Expiry of Policy
- Section 1.3 Entire Contract; Changes
- Section 1.4 Incontestability
- Section 1.5 Suicide
- Section 1.6 Dates
- Section 1.7 Misstatement
- Section 1.8 Payments by the Company

SECTION 2. OWNERSHIP

- Section 2.1 The Owner
- Section 2.2 Transfer of Ownership
- Section 2.3 Naming and Changing a Successor Owner
- Section 2.4 Collateral Assignment

SECTION 3. PREMIUMS

- Section 3.1 Amount of Premium
- Section 3.2 Premium Payment
- Section 3.3 Frequency
- Section 3.4 Grace Period
- Section 3.5 Premium Refund at Death

SECTION 4. REINSTATEMENT

SECTION 5. DIVIDENDS

- Section 5.1 Annual Dividends
- Section 5.2 Use of Dividends
- Section 5.3 Automatic Use of Dividend Accumulations For Premium Payment
- Section 5.4 Payment of Dividend Accumulations
- Section 5.5 Dividend at Death

SECTION 6. CONVERSION TO PERMANENT INSURANCE

- Section 6.1 Attained Age Conversion
- Section 6.2 Effective Date
- Section 6.3 Conversion of Waiver of Premium Benefit

SECTION 7. BENEFICIARIES

- Section 7.1 Definition of Beneficiaries
- Section 7.2 Naming and Changing of Beneficiaries of the Life Insurance Benefit
- Section 7.3 Succession in Interest of Beneficiaries of the Life Insurance Benefit
- Section 7.4 Trustee as Beneficiary
- Section 7.5 General

SECTION 8. PAYMENT OF POLICY BENEFITS

- Section 8.1 Payment of Proceeds
- Section 8.2 Income Plan Elections
- Section 8.3 Income Plan Offerings
- Section 8.4 Naming and Changing of Beneficiaries under Income Plans
- Section 8.5 Succession in Interest of Beneficiaries under Income Plans
- Section 8.6 Income Plan Rates

ADDITIONAL BENEFITS (if any)

APPLICATION

POLICY SCHEDULE PAGES

Date of Issue – {May 1, 2013}

Plan and Additional Benefits	Amount	Annual Premiums	Payable For
{Term to 80 with Increasing Premiums}	\$ {1,000,000}	See Table	{45 Years}

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first annual premium is \${469.00}

Final Conversion Date: {May 1, 2038} Expiry Date: {May 1, 2058}

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed. It is not expected that any dividends will be payable on this Policy.

Following the Table of Annual Premiums is information on how to determine the amount of the premium when paid more often than annually.

TABLE OF ANNUAL PREMIUMS

For Policy Year Beginning May 1,	\$1,000,000 Term to 80	
	Scheduled*	Maximum
{2013}	\$ 469.00	\$ 469.00}
{2014}	480.00	480.00}
{2015}	502.00	502.00}
{2016}	533.00	533.00}
{2017}	565.00	565.00}
{2018}	607.00	2,150.00}
{2019}	659.00	2,550.00}
{2020}	722.00	2,990.00}
{2021}	795.00	3,500.00}
{2022}	888.00	4,060.00}

- Continued on Page 3-1-

*Includes \$60.00 annual policy fee.

Direct Beneficiary {Jane M. Doe}, {wife of the Insured}

Owner {John Doe}, {the Insured}

Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	{Term to 80 with Increasing Premiums}	Amount	\${1,000,000}

TABLE OF ANNUAL PREMIUMS
- Continued from Page 3 -

For Policy Year Beginning May 1,	\$1,000,000 Term to 80	
	Scheduled*	Maximum
{2023}	\$ 991.00	\$ 4,710.00}
{2024}	1,095.00	5,090.00}
{2025}	1,198.00	5,490.00}
{2026}	1,302.00	5,930.00}
{2027}	1,405.00	6,420.00}
{2028}	1,519.00	6,930.00}
{2029}	1,642.00	7,550.00}
{2030}	1,775.00	8,260.00}
{2031}	1,917.00	9,060.00}
{2032}	2,070.00	9,990.00}
{2033}	2,233.00	11,010.00}
{2034}	2,406.00	12,140.00}
{2035}	2,608.00	13,350.00}
{2036}	2,871.00	14,650.00}
{2037}	3,223.00	16,120.00}
{2038}	3,676.00	17,760.00}
{2039}	4,239.00	19,580.00}
{2040}	4,911.00	21,650.00}
{2041}	5,694.00	24,010.00}
{2042}	6,566.00	26,690.00}
{2043}	7,539.00	29,640.00}
{2044}	8,611.00	32,820.00}
{2045}	9,784.00	36,260.00}
{2046}	11,056.00	39,960.00}
{2047}	12,429.00	43,990.00}
{2048}	13,902.00	48,540.00}
{2049}	15,474.00	54,530.00}
{2050}	17,147.00	59,640.00}
{2051}	18,919.00	66,480.00}
{2052}	20,792.00	74,150.00}

*Includes \$60.00 annual policy fee.

TABLE OF ANNUAL PREMIUMS
- Continued from Page 3 -

For Policy Year Beginning May 1,	\$1,000,000 Term to 80	
	Scheduled*	Maximum
{2053	\$ 22,764.00	\$ 82,380.00}
{2054	24,837.00	91,140.00}
{2055	27,009.00	100,360.00}
{2056	29,282.00	109,920.00}
{2057	31,654.00	120,070.00}

*Includes \$60.00 annual policy fee.

The premium for the conversion benefit, which is a required component of all the Company's term policies, is 13.3% of the scheduled premium above.

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown in the table above. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 3.3), the premium amount will be determined as follows:

Premium Frequency	Multiply Annual Premium by: *
Every 6 months	.5096
Every 3 months	.2573
Monthly	.0863

*** Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.

(This page is intentionally blank.)

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiary or other payee under Section 7.

When all premiums due have been paid, the amount of the Life Insurance Benefit will be:

- the plan Amount shown on page 3; plus
- the amount of dividend accumulations, if any (Section 5.2); plus
- the amount of any premium refund (Section 3.5) and dividend, if any, at death (Section 5.5).

These amounts will be determined as of the Insured's date of death.

When the Insured dies during the grace period following the due date of any unpaid premium, the amount of the Life Insurance Benefit will be:

- the amount determined above assuming the overdue premium has been paid; less
- the amount of the unpaid premium.

1.2 EXPIRY OF POLICY

Unless terminated earlier (because a premium was not paid, conversion, or otherwise), this Policy will terminate on the Expiry Date shown on page 3.

1.3 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements, and any attached amendments, endorsements, riders and additional benefits are the entire contract. Statements in the application are representations and not warranties. This Policy may be changed by the

Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or waive the Company's rights thereunder.

1.4 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

1.5 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates applicable to the Policy as originally issued are shown on page 3. The Date of Issue will be later for any increase in the amount of insurance coverage placed into effect after the Policy is originally issued.

1.7 MISSTATEMENT

If the age or sex of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All Policy rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Section 7.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information, in a form acceptable to the Company, is received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will

become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

SECTION 3. PREMIUMS

3.1 AMOUNT OF PREMIUM

The annual premiums due for the plan Amount ("scheduled premiums") and the annual premiums due for any additional benefits are shown on page 3. From time to time the Company may change the scheduled premiums.

A change in scheduled premiums will:

- take effect on the first Policy anniversary after a change has been determined by the Company to be necessary;
- be made in accordance with procedures on file in the state in which this Policy is delivered;
- be based on the Company's expectations, as determined in its sole discretion, as to the following future factors that affect cost of insurance, such as mortality rates, taxes, cost of conversion, and expenses; and
- apply to all policies under this Policy form that are in the same premium classification as this Policy.

Scheduled premiums may not be increased above the maximum premiums shown on page 3.

3.2 PREMIUM PAYMENT

All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. A premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

3.3 FREQUENCY

Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment

programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if any) if paid on frequencies other than annual; and
- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 3). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

3.4 GRACE PERIOD

A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the Insured dies during the grace period, any overdue premium will be paid from the Life Insurance Benefit of the Policy.

If the premium is not paid within the grace period, the Policy will terminate as of the due date.

3.5 PREMIUM REFUND AT DEATH

The Company will refund a portion of a premium paid for the period beyond the date of the Insured's death. The refund will be paid as part of the Life Insurance Benefit.

SECTION 4. REINSTATEMENT

If this Policy terminates as provided in Section 3.4, it may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (and interest as required in this section) must be received by the Company while the Insured is alive and before the Expiry Date.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- evidence of insurability must be given that is acceptable to the Company; and
- all unpaid premiums must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

It is not expected that any dividends will be payable on this Policy.

5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid under one of the following options:

- **Cash.**
- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of 0.5%. The Company may set a higher rate.
- **Premium Payment.** Dividends will be used to reduce premiums. If the balance of a premium is not paid, the dividend will be credited to dividend accumulations.

If no direction is given for the use of dividends, they will be used to reduce premiums.

5.3 AUTOMATIC USE OF DIVIDEND ACCUMULATIONS FOR PREMIUM PAYMENT

Dividend accumulations, if any, will be used to pay an overdue premium on this Policy. If dividend accumulations are not large enough to pay the overdue premium, a premium will be paid for any other frequency permitted by this Policy for which dividend accumulations are large enough.

If dividend accumulations are not large enough to pay any premium and if the premium is unpaid at the end of the grace period, the Policy will terminate.

The Owner may revoke or reinstate this Automatic Use of Dividend Accumulations For Premium Payment provision upon receipt at the Home Office of a written request acceptable to the Company.

5.4 PAYMENT OF DIVIDEND ACCUMULATIONS

Dividend accumulations, if any, are part of the Life Insurance Benefit payable on the death of the Insured. While the Insured is living, dividend accumulations may be withdrawn by the Owner at any time. If the Policy terminates, any dividend accumulations will be paid to the Owner.

5.5 DIVIDEND AT DEATH

If a dividend is payable under Section 5.1, a dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

SECTION 6. CONVERSION TO PERMANENT INSURANCE

6.1 ATTAINED AGE CONVERSION

The Owner may convert this entire Policy to a new policy that will be issued at the attained age of the Insured. This may be done on or before the Final Conversion Date shown on page 3. No new evidence of insurability will be required for conversions involving the same or lesser underwriting amount as the term insurance coverage converted. The underwriting amount, which may exceed the amount of term insurance coverage converted, is determined by the Company and represents the mortality risk of the new policy.

A portion of this Policy may be converted, subject to conditions set by the Company at the time of the conversion.

Plan. The new policy will be on a permanent single life insurance plan that the Company makes available for this purpose and which is being issued by the Company on the date of the conversion. If this Policy has an additional benefit, the additional benefit that is made a part of the new policy will contain the provisions of that benefit as it is being issued by the Company on the date of conversion.

Amount. The amount of the new policy will be the amount of term insurance coverage converted. The converted plan must meet minimum size requirements as of the date of the conversion.

Premiums. The premium for the new policy, including any additional benefits, will be determined as of the date of conversion based on:

- the Company's premium rates then in effect;
- the plan and amount of the new policy and any additional benefits;
- the Insured's age on the Insured's birthday nearest the policy date of the new policy; and
- the underwriting classification of this Policy. However, if the underwriting classification of this Policy has been modified or eliminated for policies being issued at the time of conversion, the premium will be based on an appropriate underwriting classification, as determined by the Company.

If the new policy allows the payment of additional premiums that have the effect of increasing cash value, the Company may limit the amount of such premiums.

Cost of Conversion. The cost of conversion will be the first premium on the new policy less any dividend and premium credit on the amount converted.

Provisions. The new policy will contain any exclusion provision which is a part of this Policy.

6.2 EFFECTIVE DATE

The new policy will take effect on receipt at the Home Office of:

- a written request acceptable to the Company; and
- payment of the cost of conversion.

The amount of term insurance coverage converted from this Policy will be surrendered when the new policy takes effect. The Company may require that this Policy be sent to it for endorsement to show the conversion.

6.3 CONVERSION OF WAIVER OF PREMIUM BENEFIT

If the Waiver of Premium Benefit is a part of this Policy at the time of conversion, the new policy may be issued with the Waiver of Premium Benefit only if the annual premium on the new policy is not greater than the annual premium for the same amount of coverage on the Company's Whole Life Paid Up at 90 plan (or, if that plan has been discontinued, the successor plan then being issued by the Company).

The Waiver of Premium Benefit on the new policy will apply to a disability that started while the converted term insurance coverage was in force.

Exception. The new policy may be issued with the Waiver of Premium Benefit only if it is available on the new policy (as determined in Section 6.1) at the time of conversion.

SECTION 7. BENEFICIARIES

7.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries, and further payees of the Life Insurance Benefit.

7.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

By Owner. The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

Effective Date. Naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

7.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

At Least One Beneficiary Survives And Receives Payment. If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

Direct Beneficiaries. The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

7.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

7.5 GENERAL

Transfer Of Ownership. A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

Claims Of Creditors. So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

SECTION 8. PAYMENT OF POLICY BENEFITS

8.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the Life Insurance Benefit is paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

8.2 INCOME PLAN ELECTIONS

For Income Plans Elected By Owner. The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

For Income Plans Elected By Beneficiary. Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

Effective Date. An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at

the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

Payment Date. The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

8.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
 - (a) zero years;
 - (b) 10 years; or
 - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Other Selections. The Company may offer additional income plans.

8.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

8.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;

- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

8.6 INCOME PLAN RATES

Minimum Payment Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT-	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 8.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

Important Notice Concerning Statements in the Application for Your Insurance

Please read the copy of the application attached in this Policy. Omissions or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the application. The application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date.

Convertible on or before the Final Conversion Date.

Premiums are payable to the Expiry Date.


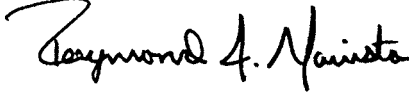
The Expiry Date and Final Conversion Date are shown on page 3.

TT.TERM.(0513)

AR



The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this policy
(the "Policy"), subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Date of Issue.

	
Chief Executive Officer	Secretary

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date.

Convertible on or before the Final Conversion Date.

Premiums are payable to the Expiry Date.

The Expiry Date and Final Conversion Date are shown on page 3.

Right To Return Policy. Please read this Policy carefully. The Policy may be returned by the Owner for any reason within ten days after it was received. The Policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the Policy will be considered void from the beginning. Any premium paid will be refunded.

TT.TERM.L20.(0513)



Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	20 Year Level Term	Amount	\${1,000,000}

TT.TERM.L20.(0513)

**This Policy is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.
Read your Policy carefully.**

TABLE OF CONTENTS

POLICY SCHEDULE PAGES

SECTION 1. THE CONTRACT

- Section 1.1 Life Insurance Benefit
- Section 1.2 Expiry of Policy
- Section 1.3 Entire Contract; Changes
- Section 1.4 Incontestability
- Section 1.5 Suicide
- Section 1.6 Dates
- Section 1.7 Misstatement
- Section 1.8 Payments by the Company

SECTION 2. OWNERSHIP

- Section 2.1 The Owner
- Section 2.2 Transfer of Ownership
- Section 2.3 Naming and Changing a Successor Owner
- Section 2.4 Collateral Assignment

SECTION 3. PREMIUMS

- Section 3.1 Amount of Premium
- Section 3.2 Premium Payment
- Section 3.3 Frequency
- Section 3.4 Grace Period
- Section 3.5 Premium Refund at Death

SECTION 4. REINSTATEMENT

SECTION 5. DIVIDENDS

- Section 5.1 Annual Dividends
- Section 5.2 Use of Dividends
- Section 5.3 Automatic Use of Dividend Accumulations For Premium Payment
- Section 5.4 Payment of Dividend Accumulations
- Section 5.5 Dividend at Death

SECTION 6. CONVERSION TO PERMANENT INSURANCE

- Section 6.1 Attained Age Conversion
- Section 6.2 Effective Date
- Section 6.3 Conversion of Waiver of Premium Benefit

SECTION 7. BENEFICIARIES

- Section 7.1 Definition of Beneficiaries
- Section 7.2 Naming and Changing of Beneficiaries of the Life Insurance Benefit
- Section 7.3 Succession in Interest of Beneficiaries of the Life Insurance Benefit
- Section 7.4 Trustee as Beneficiary
- Section 7.5 General

SECTION 8. PAYMENT OF POLICY BENEFITS

- Section 8.1 Payment of Proceeds
- Section 8.2 Income Plan Elections
- Section 8.3 Income Plan Offerings
- Section 8.4 Naming and Changing of Beneficiaries under Income Plans
- Section 8.5 Succession in Interest of Beneficiaries under Income Plans
- Section 8.6 Income Plan Rates

ADDITIONAL BENEFITS (if any)

APPLICATION

POLICY SCHEDULE PAGES

Date of Issue – {May 1, 2013}

Plan and Additional Benefits	Amount	Annual Premiums	Payable For
20 Year Level Term	\$ {1,000,000}	See Table	{20 Years}

An annual premium is payable on {May 1, 2013} and every {May 1} after that.

The first annual premium is \${778.00}

Final Conversion Date: {May 1, 2023} Expiry Date: {May 1, 2033}

This Policy is issued in a {Premier (Non-Tobacco)} premium classification.

This Policy is participating. Dividends are not guaranteed. It is not expected that any dividends will be payable on this policy.

Following the Table of Annual Premiums is information on how to determine the amount of the premium when paid more often than annually.

TABLE OF ANNUAL PREMIUMS

For Policy Year Beginning May 1,	\$1,000,000 20 Year Level Term Premium*
{2011}	\$ 778.00}
{2012}	778.00}
{2013}	778.00}
{2014}	778.00}
{2015}	778.00}
{2016}	778.00}
{2017}	778.00}
{2018}	778.00}
{2019}	778.00}
{2020}	778.00}

– Continued on Page 3-1 –

*Includes \$60.00 annual policy fee.

Direct Beneficiary	{Jane M. Doe}, {wife of the Insured}		
Owner	{John Doe}, {the Insured}		
Insured	{John J. Doe}	Age and Sex	{35} {Male}
Policy Date	{May 1, 2013}	Policy Number	{00 000 000}
Plan	20 Year Level Term	Amount	\${1,000,000}

TABLE OF ANNUAL PREMIUMS

- Continued from Page 3 -

For Policy Year Beginning May 1,	\$1,000,000 20 Year Level Term Premium*
{2021	\$ 778.00}
{2022	778.00}
{2023	778.00}
{2024	778.00}
{2025	778.00}
{2026	778.00}
{2027	778.00}
{2028	778.00}
{2029	778.00}
{2030	778.00}

*Includes \$60.00 annual policy fee.

The premium for the conversion benefit, which is required component of all of the Company's term policies, is 4.4% of the premium above.

The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium shown in the table above. Premiums paid on a basis other than annual are increased to reflect the time value of money and to cover the administrative costs of processing the additional premium payments. If premiums are paid more often than annually (see Section 3.3), the premium amount will be determined as follows:

Premium Frequency	Multiply Annual Premium by: ***
Every 6 months	.5096
Every 3 months	.2573
Monthly	.0863

*** Depending upon the frequency premiums are paid and the premium payment method used, the Company may also charge an administrative fee to cover the additional costs associated with the payment method.

(This page is intentionally blank.)

SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the Insured while this Policy is in force. Subject to the terms and conditions of the Policy, the payment of the Life Insurance Benefit will be:

- made after proof of the death of the Insured is received at the Home Office; and
- made to the Beneficiary or other payee under Section 7.

This payment of the Life Insurance Benefit will be made within 60 days after proof of death is received.

When all premiums due have been paid, the amount of the Life Insurance Benefit will be:

- the plan Amount shown on page 3; plus
- the amount of dividend accumulations, if any (Section 5.2); plus
- the amount of any premium refund (Section 3.5) and dividend, if any, at death (Section 5.5).

These amounts will be determined as of the Insured's date of death.

When the Insured dies during the grace period following the due date of any unpaid premium, the amount of the Life Insurance Benefit will be:

- the amount determined above assuming the overdue premium has been paid; less
- the amount of the unpaid premium.

1.2 EXPIRY OF POLICY

Unless terminated earlier (because a premium was not paid, conversion, or otherwise), this Policy will terminate on the Expiry Date shown on page 3.

1.3 ENTIRE CONTRACT; CHANGES

This Policy, together with the attached application and any application supplements, and any attached amendments, endorsements, riders and additional benefits are the entire contract. State-

ments in the application are representations and not warranties. This Policy may be changed by the Company to maintain compliance with applicable state and federal law or to assure continued qualification of the Policy under federal tax laws. The Owner may add any available benefits or riders to the Policy, or remove existing benefits or riders, subject to conditions and underwriting requirements set by the Company at the time of the request. A change in the terms of, or a waiver of the Company's rights under, the Policy is valid only if it is approved in writing by an officer of the Company. The Company may require that the Policy be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Policy or waive the Company's rights thereunder.

1.4 INCONTESTABILITY

Except as stated below for a fraudulent misstatement, the Company will not contest this Policy after the Policy has been in force, during the lifetime of the Insured, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4). Except as stated below for a fraudulent misstatement, a change (including an increase in the amount of insurance) to the terms of the Policy after the Date of Issue, which occurred at the request of the Owner and was subject to the Company's insurability requirements, will be incontestable after the change has been in force, during the lifetime of the Insured, for two years from the effective date of the change. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a material misstatement in the application(s), may rescind the insurance or deny a claim. After the applicable contestability period set forth above, the Company may rescind the insurance for a fraudulent misstatement to the extent allowed by the law of the state in which this Policy is delivered or issued for delivery.

1.5 SUICIDE

If the Insured dies by suicide within one year from the Date of Issue, the amount payable by the Company will be limited to the premiums paid.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates applicable to the Policy as originally issued are shown on page 3. The Date of Issue will be later for any increase in the amount of insurance coverage placed into effect after the Policy is originally issued.

1.7 MISSTATEMENT

If the age or sex of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age and sex.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All Policy rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Section 7.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information, in a form acceptable to the Company, is received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will

become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

SECTION 3. PREMIUMS

3.1 AMOUNT OF PREMIUM

The annual premiums due for the plan Amount and the annual premiums due for any additional benefits are shown on page 3.

3.2 PREMIUM PAYMENT

All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars payable through a United States financial institution. A receipt signed by an officer of the Company will be furnished on request. A premium must be paid on or before its due date. The date when each premium is due and the number of years for which premiums are payable are described on page 3.

3.3 FREQUENCY

Premiums may be paid every 3, 6 or 12 months. The Company may offer other payment programs that permit the payment of premiums on other frequencies or provide additional features such as electronic funds transfer.

On request, the Company will provide:

- the amount of the premium due on any available frequency for any Policy year;
- the annual total of premiums due (including the amount of the administrative fee, if

any) if paid on frequencies other than annual; and

- the amount by which that total differs from the annual premium. The total amount of premiums due per year when paid on frequencies other than annual is greater than the annual premium (see page 3). The Company also will provide an annual percentage rate calculation upon request.

A change in premium frequency will take effect when the Company accepts a premium on a new frequency.

3.4 GRACE PERIOD

A grace period of 31 days will be allowed to pay a premium that is not paid on its due date. The Policy will be in full force during this period. If the Insured dies during the grace period, any overdue premium will be paid from the Life Insurance Benefit of the Policy.

If the premium is not paid within the grace period, the Policy will terminate as of the due date.

3.5 PREMIUM REFUND AT DEATH

The Company will refund a portion of a premium paid for the period beyond the date of the Insured's death. The refund will be paid as part of the Life Insurance Benefit.

SECTION 4. REINSTATEMENT

If this Policy terminates as provided in Section 3.4, it may be reinstated within three years after the due date of the overdue premium. All unpaid premiums (and interest as required in this section) must be received by the Company while the Insured is alive and before the Expiry Date.

In addition, for the Policy to be reinstated more than 31 days after the end of the grace period:

- evidence of insurability must be given that is acceptable to the Company; and
- all unpaid premiums must be paid with interest from the due date of each premium. Interest is at an annual effective rate of 6%.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This Policy is eligible to share in the divisible surplus, if any, of the Company. This divisible surplus is determined each year. This Policy's share, if any, will be credited as a dividend on the Policy anniversary. Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Policy is not guaranteed.

It is not expected that any dividends will be payable on this Policy.

5.2 USE OF DIVIDENDS

Annual dividends, if any, may be paid under one of the following options:

- **Cash.**
- **Dividend Accumulations.** Dividends will accumulate at interest. Interest is credited at an annual effective rate of 0.5%. The Company may set a higher rate.
- **Premium Payment.** Dividends will be used to reduce premiums. If the balance of a premium is not paid, the dividend will be credited to dividend accumulations.

If no direction is given for the use of dividends, they will be used to reduce premiums.

5.3 AUTOMATIC USE OF DIVIDEND ACCUMULATIONS FOR PREMIUM PAYMENT

Dividend accumulations, if any, will be used to pay an overdue premium on this Policy. If dividend accumulations are not large enough to pay the overdue premium, a premium will be paid for any other frequency permitted by this Policy for which dividend accumulations are large enough.

If dividend accumulations are not large enough to pay any premium and if the premium is unpaid at the end of the grace period, the Policy will terminate.

The Owner may revoke or reinstate this Automatic Use of Dividend Accumulations For Premium Payment provision upon receipt at the Home Office of a written request acceptable to the Company.

5.4 PAYMENT OF DIVIDEND ACCUMULATIONS

Dividend accumulations, if any, are part of the Life Insurance Benefit payable on the death of the Insured. While the Insured is living, dividend accumulations may be withdrawn by the Owner at any time. If the Policy terminates, any dividend accumulations will be paid to the Owner.

5.5 DIVIDEND AT DEATH

If a dividend is payable under Section 5.1, a dividend for the period from the beginning of the Policy year to the date of the Insured's death will be payable as part of the Life Insurance Benefit.

SECTION 6. CONVERSION TO PERMANENT INSURANCE

6.1 ATTAINED AGE CONVERSION

The Owner may convert this entire Policy to a new policy that will be issued at the attained age of the Insured. This may be done on or before the Final Conversion Date shown on page 3. No new evidence of insurability will be required for conversions involving the same or lesser underwriting amount as the term insurance coverage converted. The underwriting amount, which may exceed the amount of term insurance coverage converted, is determined by the Company and represents the mortality risk of the new policy.

A portion of this Policy may be converted, subject to conditions set by the Company at the time of the conversion.

Plan. The new policy will be on a permanent single life insurance plan that the Company makes available for this purpose and which is being issued by the Company on the date of the conversion. If this Policy has an additional benefit, the additional benefit that is made a part of the new policy will contain the provisions of that benefit as it is being issued by the Company on the date of conversion.

Amount. The amount of the new policy will be the amount of term insurance coverage converted. The converted plan must meet minimum size requirements as of the date of the conversion.

Premiums. The premium for the new policy, including any additional benefits, will be determined as of the date of conversion based on:

- the Company's premium rates then in effect;
- the plan and amount of the new policy and any additional benefits;
- the Insured's age on the Insured's birthday nearest the policy date of the new policy; and
- the underwriting classification of this Policy. However, if the underwriting classification of this Policy has been modified or eliminated for policies being issued at time of conversion, the premium will be based on an appropriate underwriting classification, as determined by the Company.

If the new policy allows the payment of additional premiums that have the effect of increasing cash value, the Company may limit the amount of such premiums.

Cost of Conversion. The cost of conversion will be the first premium on the new policy less any dividend and premium credit on the amount converted.

Provisions. The new policy will contain any exclusion provision which is a part of this Policy.

6.2 EFFECTIVE DATE

The new policy will take effect on receipt at the Home Office of:

- a written request acceptable to the Company; and
- payment of the cost of conversion.

The amount of term insurance coverage converted from this Policy will be surrendered when the new policy takes effect. The Company may require that this Policy be sent to it for endorsement to show the conversion.

6.3 CONVERSION OF WAIVER OF PREMIUM BENEFIT

If the Waiver of Premium Benefit is a part of this Policy at the time of conversion, the new policy may be issued with the Waiver of Premium Benefit only if the annual premium on the new policy is not greater than the annual premium for the same amount of coverage on the Company's Whole Life Paid Up at 90 plan (or, if that plan has been discontinued, the successor plan then being issued by the Company).

The Waiver of Premium Benefit on the new policy will apply to a disability that started while the converted term insurance coverage was in force.

Exception. The new policy may be issued with the Waiver of Premium Benefit only if it is available on the new policy (as determined in Section 6.1) at the time of conversion.

SECTION 7. BENEFICIARIES

7.1 DEFINITION OF BENEFICIARIES

The term "Beneficiaries" means direct beneficiaries, contingent beneficiaries, and further payees of the Life Insurance Benefit.

7.2 NAMING AND CHANGING OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

By Owner. The Owner may name and change the Beneficiaries of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. A change made during the 60 days cannot be revoked.

Effective Date. Naming or changing of Beneficiaries will be made on receipt at the Home Office of a written request in good order that is acceptable to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken by it before the receipt of the request. The Company may require that the Policy be sent to it to be endorsed.

7.3 SUCCESSION IN INTEREST OF BENEFICIARIES OF THE LIFE INSURANCE BENEFIT

At Least One Beneficiary Survives And Receives Payment. If at least one of the Beneficiaries survives the Insured and receives payment of his or her share of the Life Insurance Benefit, then the Life Insurance Benefit will be paid as follows:

Direct Beneficiaries. The Life Insurance Benefit of this Policy will be paid in equal shares, unless otherwise designated by the Owner, to the direct beneficiaries who survive and receive payment. If a direct beneficiary dies before receiving all or part of the direct beneficiary's full share, then the unpaid portion will be paid in equal shares to the other direct beneficiaries who survive and receive payment.

Contingent Beneficiaries. If the direct beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in equal shares, unless otherwise designated by the Owner, to the contingent beneficiaries who survive and receive payment. If a contingent beneficiary dies

before receiving all or part of the contingent beneficiary's full share, then the unpaid portion will be paid in equal shares to the other contingent beneficiaries who survive and receive payment.

Further Payees. If the direct and contingent beneficiaries do not survive and receive payment of the entire Life Insurance Benefit, then the unpaid portion will be paid in one sum:

- in equal shares, unless otherwise designated by the Owner, to the further payees who survive and receive payment; or
- if no further payees survive and receive payment of the Life Insurance Benefit, then to the estate of the last to die of all of the Beneficiaries.

No Beneficiaries Survive And Receive Payment.

If no Beneficiaries survive the Insured and receive payment of any portion of the Life Insurance Benefit, then the Life Insurance Benefit will be paid to the Owner or to the Owner's estate.

7.4 TRUSTEE AS BENEFICIARY

If a trustee is named as a beneficiary and no qualified trustee makes claim to the Life Insurance Benefit within one year after payment becomes due to the trustee, or if acceptable evidence is furnished to the Company within that year showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

7.5 GENERAL

Transfer Of Ownership. A transfer of ownership, in and of itself, will not change the interest of the Beneficiaries.

Claims Of Creditors. So far as allowed by law, no amount payable under this Policy will be subject to the claims of creditors of the Beneficiaries.

SECTION 8. PAYMENT OF POLICY BENEFITS

8.1 PAYMENT OF PROCEEDS

The Life Insurance Benefit will be paid, as designated, in cash or into an income plan as follows:

- in a manner designated by the Owner and accepted by the Company; or
- if the Owner has not designated an acceptable manner of payment, then in cash or in a manner designated by a direct or contingent beneficiary and accepted by the Company.

The Company will pay interest on the Life Insurance Benefit from the date of death of the Insured until the Life Insurance Benefit is paid in cash or into an income plan. Interest will be paid at an annual effective rate determined by the Company but the rate shall not be less than the rate, if any, required by applicable state law for unpaid death proceeds under a life insurance policy.

8.2 INCOME PLAN ELECTIONS

For Income Plans Elected By Owner. The Owner may elect an income plan for each Beneficiary's share of the Life Insurance Benefit:

- while the Insured is living; or
- during the first 60 days after the death of the Insured, if the Insured at the time of his or her death was not the Owner. An election made during the 60 days cannot be revoked.

For Income Plans Elected By Beneficiary. Subject to the Owner's rights during the first 60 days after the death of the Insured, if no income plan has been selected by the Owner upon the death of the Insured, the Beneficiary may elect an income plan for the Life Insurance Benefit.

Effective Date. An income plan that is elected by the Owner will take effect on the date of the death of the Insured if the election is received at

the Home Office while the Insured is living. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

Payment Date. The first payment is due as of the effective date of the plan. If applicable, proof of the date of birth, acceptable to the Company, must be furnished for each individual on whose life the payments are based.

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

8.3 INCOME PLAN OFFERINGS

The Company will make available the following Life Income Plans:

- **Single Life Income.** The Company will make monthly payments for the selected certain period, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the certain period are:
 - (a) zero years;
 - (b) 10 years; or
 - (c) 20 years.
- **Joint And Survivor Life Income.** The Company will make monthly payments for a 10-year certain period and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Other Selections. The Company may offer additional income plans.

8.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

8.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;

- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

8.6 INCOME PLAN RATES

Minimum Payment Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the sex and the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT-	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES

Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 8.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Policy.

contact your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Policy.

call your Northwestern Mutual agent for information--particularly on a suggestion to terminate or exchange this Policy for another policy or plan.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, Arkansas 72201-1904, 1-800-852-5494.

Important Notice Concerning Statements in the Application for Your Insurance

Please read the copy of the application attached in this Policy. Omissions or misstatements in the application could cause an otherwise valid claim to be denied. Carefully check the application and write to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, within ten days of delivery, if any information shown on it is not correct and complete, or if any past medical history or other information has been left out of the application. The application is part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

TERM LIFE POLICY

Participating

Insurance payable on death of Insured before Expiry Date.

Convertible on or before the Final Conversion Date.

Premiums are payable to the Expiry Date.

The Expiry Date and Final Conversion Date are shown on page 3.

TT.TERM.L20.(0513)

AR



State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Certification.pdf			
STD TT TERM (0513) - FLESCH cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	90-1 L.I. (0198) ARKANSAS - Approval date September 9, 1997		
Attachment(s):			
90-1 L.I.(0198) ARKANSAS.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Nonforfeiture Demos		
Comments:			
Attachment(s):			
STD TT Term (0513) NF demonstration.pdf			
STD TT Term L20 (0513) NF demonstration.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
STD SOV TT.TERM.(0513) Version 1.pdf			
STD SOV TT.TERM.L20.(0513) Version 1.pdf			

Item Status:	Status Date:
---------------------	---------------------

SERFF Tracking #:	NWST-128747955	State Tracking #:		Company Tracking #:	TT.TERM.(0513)
--------------------------	----------------	--------------------------	--	----------------------------	----------------

State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

Satisfied - Item:	Sex Neutral Insert Pages		
Comments:			
Attachment(s):			
STD TT TERM (0513) SN PGS.pdf			
STD TT TERM L20 (0513) SN PGS.pdf			

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: TT.TERM.(0513) and
TT.TERM.L20.(0513)

We hereby certify that we have carefully reviewed the form(s) submitted herewith and to the best of our knowledge and ability find:

- a. That said form(s) conform(s) to Regulation 19s10B and all applicable Arkansas Insurance Statutes and Department requirements.
- b. That said form(s) contain(s) no provision previously disapproved by the Insurance Department of Arkansas.



Ted A. Matchulat
Director Product Compliance

12/21/2012

Date

FLESCH SCORE CERTIFICATION

I certify to the best of my knowledge and belief that the following form(s) meet(s) the readability, legibility, and format requirements of any applicable laws and regulations of your state.

The Flesch Score(s) is/are as follows:

<u>Form Number</u>	<u>Flesch Score</u>
TT.TERM.(0513)	50.1
TT.TERM.L20.(0513)	50.1

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

12/14/2012

Date

OWNER**4**

CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.

Select ONLY ONE: ☐ Insured (Complete C only) ☐ Applicant (Complete C only) ☐ Other (Complete A, B and C) ☐ See attached supplement formA. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other _____PERSONAL NAME: _____
FIRST, MIDDLE INITIAL, LAST ☐ MALE ☐ FEMALERELATIONSHIP TO INSURED: _____ BIRTHDATE: _____
MONTH DAY YEAR**OR**

BUSINESS/TRUST NAME: _____

RELATIONSHIP TO INSURED: _____

B. TAXPAYER IDENTIFICATION NUMBER: _____

C. ADDRESS: ☐ Insured's Address ☐ Applicant's Address ☐ Premium Payer's Address **OR**

STREET OR PO BOX: _____

CITY, STATE, ZIP (Country if other than U.S.A.): _____

E-MAIL ADDRESS: _____

SUCCESSOR OWNER – COMPLETE THIS SECTION ONLY IF THE OWNER IN QUESTION 4 IS THE APPLICANT AND A SUCCESSOR OWNER IS TO BE NAMED.**5**

CAUTION: A MINOR OWNER CANNOT EXERCISE POLICY RIGHTS.

Select ONLY ONE:

☐ A. If the Applicant dies before the Insured, the Insured will be the Owner.☐ B. If the Applicant dies before the Insured, the Owner will be:

NAME: _____ RELATIONSHIP TO THE INSURED _____

If both die before the Insured, the Insured will be the Owner.

☐ C. The Insured will become the Owner upon attaining the age of _____ years. If the Applicant dies before the Insured, the Owner will be:

NAME: _____ RELATIONSHIP TO THE INSURED _____

until the Insured attains such age. Upon the Insured attaining such age, or if both die before the Insured, the Insured will be the Owner.

6

RESERVED

ADDITIONAL PURCHASE BENEFIT OPTION – COMPLETE THIS SECTION IF EXERCISING AN APB OPTION**7**

NOTE: SMOKING QUESTIONNAIRE MAY BE REQUIRED.

A. List the policy number(s) and purchase amount(s) for each option being exercised:

Policy 1 _____ Regular \$ _____ Advance \$ _____

Policy 2 _____ Regular \$ _____ Advance \$ _____

Policy 3 _____ Regular \$ _____ Advance \$ _____

B. If Advance Purchase, the event is: ☐ Marriage ☐ Birth of child ☐ Adoption of childNAME OF SPOUSE OR CHILD: _____
FIRST MIDDLE INITIAL LASTDate and place of marriage, birth or final decree of adoption: _____
MONTH DAY YEAR CITY STATE

C. Is the amount applied for more than the additional purchase option amount available?

☐ Yes ☐ No

If yes, what is the excess amount to be underwritten? \$ _____

SPECIAL DATE – COMPLETE THIS SECTION ONLY IF A SPECIAL POLICY DATE IS BEING REQUESTED**8**

A. PREPAID:

☐ Short Term — Policy Date will coincide with ISA Payment Date (For monthly ISA only)☐ Short Term to: _____
MONTH DAY YEAR ☐ Date to save age ☐ Backdate to _____
MONTH DAY YEAR

B. NONPREPAID:

☐ Specified future date: _____
MONTH DAY YEAR ☐ Date to save age ☐ Backdate to _____
MONTH DAY YEAR

[illegible]

--	--	--	--	--	--	--	--

9	<p>FIRST POLICY INFORMATION <input type="checkbox"/> APPLICATION SUPPLEMENT <i>(required for Complife and all Variable Life Products)</i> OR A. PLAN: _____ AMOUNT: \$ _____ B. ADDITIONAL BENEFITS: <input type="checkbox"/> Waiver of Premium <i>(benefit amount)</i> <input type="checkbox"/> Accidental Death \$ _____ <i>(amount per option)</i> <input type="checkbox"/> Additional Purchase \$ _____ <input type="checkbox"/> Payor Benefit <input type="checkbox"/> Indexed Protection <input type="checkbox"/> Other _____ C. ANNUAL DIVIDENDS: <input type="checkbox"/> Reduce current premium <input type="checkbox"/> Purchase paid-up additions <input type="checkbox"/> Accumulate at interest <input type="checkbox"/> Be paid in cash <input type="checkbox"/> Be used for a combination of options above - complete form 18-1364-01 D. POLICY LOAN INTEREST RATE OPTION: <input type="checkbox"/> 8% <input type="checkbox"/> Variable Rate 10 If an additional benefit cannot be approved, should the company issue a policy without the benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No 11 Shall the Premium Loan provision, if available, become operative according to its terms? <input type="checkbox"/> Yes <input type="checkbox"/> No 12 PREMIUM FREQUENCY: <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Single</p>	<p>SECOND POLICY INFORMATION <input type="checkbox"/> APPLICATION SUPPLEMENT <i>(required for Complife and all Variable Life Products)</i> OR A. PLAN: _____ AMOUNT: \$ _____ B. ADDITIONAL BENEFITS: <input type="checkbox"/> Waiver of Premium <i>(benefit amount)</i> <input type="checkbox"/> Accidental Death \$ _____ <i>(amount per option)</i> <input type="checkbox"/> Additional Purchase \$ _____ <input type="checkbox"/> Payer Benefit <input type="checkbox"/> Indexed Protection <input type="checkbox"/> Other _____ C. ANNUAL DIVIDENDS: <input type="checkbox"/> Reduce current premium <input type="checkbox"/> Purchase paid-up additions <input type="checkbox"/> Accumulate at interest <input type="checkbox"/> Be paid in cash <input type="checkbox"/> Be used for a combination of options above - complete form 18-1364-01 D. POLICY LOAN INTEREST RATE OPTION: <input type="checkbox"/> 8% <input type="checkbox"/> Variable Rate If an additional benefit cannot be approved, should the company issue a policy without the benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No Shall the Premium Loan provision, if available, become operative according to its terms? <input type="checkbox"/> Yes <input type="checkbox"/> No PREMIUM FREQUENCY: <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Single</p>
---	--	--

ENEFICIARY

(page 3)

CONDITIONAL LIFE INSURANCE AGREEMENT

- 17** Has the premium for the policy applied for been given to the agent in exchange for the Conditional Life Insurance Agreement with the same number as this application?

☐ Yes ☐ No

INSURANCE HISTORY

- 18** Has the Insured ever had life, disability or health insurance declined, rated, modified, issued with an exclusion rider, cancelled, or not renewed? If yes, explain in ADDITIONAL REMARKS.

☐ Yes ☐ No

- 19** When was the Insured's last examination or application for life, disability or accidental death insurance?

Month _____ Year _____ Company _____

OR ☐ None

- 20** Does the Insured have any other life insurance inforce, pending or contemplated in other companies? If yes, indicate Company Name, Individual (Ind) or Group (Grp) and identify the amount of In Force, Pending or Contemplated.

☐ Yes ☐ No

LIFE INSURANCE AMOUNTS

Company Name	Ind or Grp	In Force Amount	Pending Amount	Contemplated Amount	Accidental Death Amount

- 21** As a result of this purchase will the values or benefits of any other life insurance policy or annuity contract, on any life, be affected in any way?

☐ Yes ☐ No

NOTE TO AGENT: Values or benefits are affected if any question on the Definition of Replacement Supplement could be answered "yes."

If "yes", this transaction is a replacement of life insurance or annuity.

The agent must:

- submit required papers and sales materials and
- provide required disclosure notices to the applicant.

The applicant must answer the questions:

- on the Definition of Replacement Supplement and
- A, B, and C below.

Will this insurance:

- A. replace Northwestern Mutual Life?
- B. replace other Companies?
- C. result in 1035 exchange?

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

ADDITIONAL REMARKS

INSURED (First, Middle Initial, Last)

POLICY NUMBER

PERSONAL HISTORY QUESTIONNAIRE

23 Insured's Marital Status: ☐ Single, Widowed or Divorced ☐ Married24 A. Insured is a citizen of: ☐ U.S.A. ☐ Other

If other:

Type of Visa _____ Visa Number _____

B. How many years has the Insured resided in the U.S.A. immediately prior to completing this application? _____ years

25 Does the Insured regularly travel outside the U.S.A. or have plans to leave the U.S.A. for travel or residence?
If yes, explain in the chart below.☐ Yes ☐ No

Destination (List all Cities and Countries)	Number of Trips		Duration of Each Trip (No. of Days)	Departure Date (Month/Year)	Purpose of Trip
	Last 12 Months	Next 12 Months			

26 A. What is the Insured's occupation(s)? _____

What are the Insured's duties? _____

B. Employers Name: _____

Address: _____

City, State, Zip Code: _____

C. How long has the Insured been employed? _____ years (If less than 2 years, explain in ADDITIONAL REMARKS)

QUESTIONS 27 THROUGH 30 ARE NOT REQUIRED IF THE INSURED IS UNDER AGE 16.

27 Is the Insured a member of, or does the Insured plan on joining any branch of, the Armed Forces or reserve military unit? If yes, complete the Military Section.

☐ Yes ☐ No

28 Except as a passenger on a regularly scheduled flight, has the Insured flown within the past 2 years, or does the Insured have plans to fly in the future? If yes, complete the Aviation Section.

☐ Yes ☐ No

29 In the past 2 years, has the Insured participated in or does the Insured have plans to participate in: racing (automobile, snowmobile, motorcycle, boat or go-cart), underwater or sky diving, hang gliding, bungee jumping, mountain or rock climbing, or rodeos? If yes, complete the Avocation Section.

☐ Yes ☐ No30 A. What is the Insured's automobile driver's license number? # _____ State _____
or, ☐ the Insured does not have a driver's license.B. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked?
If yes, complete the chart below.☐ Yes ☐ No

Date	Type and Details (Speeding, Reckless Driving, Driving While Intoxicated, Etc.)	Action (Citation, Fine, Etc.)	Accident (Yes or No)

ADDITIONAL REMARKS

The Insured consents to this application and declares that the answers and statements made on this application are correctly recorded, complete and true to the best of the Insured's knowledge and belief. Answers and statements brought to the attention of the agent, medical examiner, or paramedical examiner are not considered information brought to the attention of the Company unless stated in the application. Statements in this application are representations and not warranties.

It is agreed that:

- (1) If the premium is not paid when the application is signed, no insurance will be in effect. The insurance will take effect at the time the policy is delivered and the premium is paid, if: the Insured is living at the time; and the answers and statements in the application are then true to the best of the Insured's knowledge and belief.
- (2) If the premium is paid when the application is taken, no insurance will be in effect except as provided in the Conditional Life Insurance Agreement with the same number as this application.
- (3) If the policy is issued in an extra premium class, acceptance of the policy will amend it so that extended term insurance can be in force only if: the Company gives its consent; or the loan value is not large enough to grant a premium loan. If a premium is not paid within the grace period and extended term insurance cannot be in force, paid-up insurance will be selected.
- (4) No agent is authorized to make or alter contracts or to waive any of the Company's rights or requirements.

INSURED'S AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

I authorize Northwestern Mutual Life, its agents, employees, reinsurers, insurance support organizations and their representatives to obtain information about me to evaluate this application and to verify information in this application. This information will include: (a) age; (b) medical history, condition and care; (c) physical and mental health; (d) occupation; (e) income and financial history; (f) foreign travel; (g) avocations; (h) driving record; (i) other personal characteristics; and (j) other insurance. This authorization extends to information on the use of alcohol, drugs and tobacco; the diagnosis or treatment of HIV (AIDS virus) infection and sexually transmitted diseases; and the diagnosis and treatment of mental illness. During the time this authorization is valid it extends to information required to determine eligibility for benefits under any policy issued as a result of this application.

I authorize any person, including any physician, health care professional, hospital, clinic, medical facility, government agency including the Veterans and Social Security Administrations, the MIB, Inc., employer, business associates, consumer reporting agency, banker, accountant, tax preparer, or other insurance company, to release information about me to Northwestern Mutual Life or its representatives on receipt of this Authorization. Northwestern Mutual Life or its representatives may release this information about me to translators, to reinsurers, to the MIB, Inc., or to another insurance company to whom I have applied or to whom a claim has been made. No other release may be made except as allowed by law or as I further authorize.

I have received a copy of the Medical Information Bureau and Fair Credit Reporting Act notices. I authorize Northwestern Mutual Life to obtain an investigative consumer report on me.

☐ I request to be interviewed if an investigative consumer report is done.

This authorization is valid for 30 months from the date it is signed. A copy of this authorization is as valid as the original and will be provided on request.

The Owner of the policy applied for herein certifies, under penalties of perjury, (1) that the Taxpayer Identification Number given for the Owner on the first page of this application is the Owner's correct Taxpayer Identification Number (or the Owner is waiting for a number to be issued) and (2) the Owner is not subject to backup withholding either because the Owner has not been notified by the Internal Revenue Service (IRS) that the Owner is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the Owner that the Owner is no longer subject to backup withholding. (See Taxpayer Identification Number instructions.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The signatures below apply to the authorization, the application, the Policy Application Supplement and the certification of Taxpayer Identification Number.

Signature of INSURED (if other than Applicant and 15 years of age or over)
Print name of Insured if under age 15.

Signature of PARENT OR GUARDIAN (if other than Applicant and Insured is a minor)

Signature of OWNER (if other than Applicant or Insured)

Signature of LICENSED AGENT

Signature of APPLICANT

Signed by Applicant at _____
CITY, COUNTY, & STATE

Date signed by Applicant _____
MONTH DAY YEAR

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.(0513)
Plan: Term to 80 With Increasing Premiums
Issue Age: 35
Sex: Male
Class: Premier Non-tobacco
Policy Size: \$ 100,000
Interest Rate: 4.50%
Net Level Premium: \$ 6.15
Expense Allowance: \$ 17.69
Scheduled Premium k factor 218.14%
Maximum Premium k factor 57.51%

Demonstration per 1000 Using Scheduled Premiums

End of Duration	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
At issue	115.90	61.24	133.58	(17.69)	25.00	-
1	120.15	63.55	138.63	(18.48)	25.00	-
2	124.55	65.95	143.87	(19.32)	25.00	-
3	129.11	68.43	149.27	(20.16)	25.00	-
4	133.80	70.98	154.84	(21.04)	25.00	-
5	138.65	73.61	160.57	(21.93)	25.00	-
6	143.63	76.30	166.44	(22.81)	25.00	-
7	148.75	79.06	172.45	(23.70)	25.00	-
8	153.98	81.86	178.56	(24.58)	25.00	-
9	159.31	84.70	184.76	(25.44)	25.00	-
10	164.73	87.56	191.01	(26.28)	25.00	-
11	170.21	90.45	197.31	(27.10)	25.00	-
12	175.77	93.35	203.63	(27.86)	25.00	-
13	181.39	96.27	210.00	(28.61)	25.00	-
14	187.17	99.20	216.40	(29.22)	25.00	-
15	193.10	102.15	222.83	(29.73)	25.00	-
16	199.13	105.11	229.29	(30.16)	25.00	-
17	205.24	108.09	235.78	(30.54)	25.00	-
18	211.35	111.08	242.31	(30.96)	25.00	-
19	217.45	114.10	248.90	(31.45)	25.00	-
20	223.46	117.14	255.53	(32.08)	25.00	-
21	229.27	120.21	262.23	(32.96)	25.00	-
22	234.89	123.31	268.98	(34.09)	25.00	-
23	240.27	126.42	275.76	(35.49)	25.00	-
24	245.49	129.46	282.40	(36.92)	25.00	-
25	250.46	132.37	288.74	(38.28)	25.00	-
26	255.09	135.03	294.56	(39.47)	25.00	-
27	259.22	137.36	299.64	(40.42)	25.00	-
28	262.67	139.27	303.79	(41.12)	25.00	-
29	265.30	140.61	306.73	(41.43)	25.00	-
30	267.01	141.45	308.56	(41.55)	25.00	-
31	267.70	141.75	309.20	(41.50)	25.00	-
32	267.28	141.36	308.37	(41.08)	25.00	-
33	265.68	140.19	305.81	(40.14)	25.00	-
34	262.70	138.10	301.24	(38.54)	25.00	-
35	258.21	134.93	294.32	(36.11)	25.00	-
36	251.80	130.57	284.82	(33.02)	25.00	-
37	243.10	124.86	272.36	(29.26)	25.00	-
38	231.32	117.67	256.69	(25.37)	25.00	-
39	215.99	108.77	237.28	(21.29)	25.00	-
40	196.57	97.89	213.53	(16.96)	25.00	-
41	172.28	84.71	184.78	(12.50)	25.00	-
42	142.18	68.85	150.19	(8.01)	25.00	-
43	104.81	49.87	108.79	(3.98)	25.00	-
44	58.25	27.18	59.29	(1.04)	25.00	-
45	-	-	-	-	25.00	-

Demonstration per 1000 Using Guaranteed Premiums

Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
115.90	232.29	133.58	(17.69)	25.00	-
120.15	242.50	139.45	(19.30)	25.00	-
124.55	253.17	145.59	(21.04)	25.00	-
129.11	264.30	151.99	(22.88)	25.00	-
133.80	275.94	158.68	(24.88)	25.00	-
138.65	288.08	165.67	(27.02)	25.00	-
143.63	298.96	171.92	(28.29)	25.00	-
148.75	310.01	178.28	(29.52)	25.00	-
153.98	321.23	184.73	(30.74)	25.00	-
159.31	332.55	191.24	(31.92)	25.00	-
164.73	343.96	197.80	(33.07)	25.00	-
170.21	355.41	204.38	(34.18)	25.00	-
175.77	367.08	211.10	(35.33)	25.00	-
181.39	378.99	217.94	(36.55)	25.00	-
187.17	391.05	224.88	(37.71)	25.00	-
193.10	403.25	231.89	(38.79)	25.00	-
199.13	415.60	238.99	(39.86)	25.00	-
205.24	428.01	246.13	(40.89)	25.00	-
211.35	440.44	253.28	(41.93)	25.00	-
217.45	452.83	260.41	(42.95)	25.00	-
223.46	465.10	267.46	(44.00)	25.00	-
229.27	477.21	274.43	(45.15)	25.00	-
234.89	489.06	281.24	(46.35)	25.00	-
240.27	500.60	287.88	(47.60)	25.00	-
245.49	511.68	294.25	(48.76)	25.00	-
250.46	522.15	300.27	(49.81)	25.00	-
255.09	531.89	305.87	(50.78)	25.00	-
259.22	540.80	310.99	(51.77)	25.00	-
262.67	548.68	315.53	(52.86)	25.00	-
265.30	555.29	319.33	(54.03)	25.00	-
267.01	560.27	322.19	(55.18)	25.00	-
267.70	563.28	323.93	(56.22)	25.00	-
267.28	563.99	324.33	(57.05)	25.00	-
265.68	561.98	323.17	(57.50)	25.00	-
262.70	556.85	320.22	(57.52)	25.00	-
258.21	548.05	315.16	(56.95)	25.00	-
251.80	534.94	307.63	(55.83)	25.00	-
243.10	515.74	296.58	(53.48)	25.00	-
231.32	491.21	282.48	(51.16)	25.00	-
215.99	458.97	263.94	(47.95)	25.00	-
196.57	417.34	240.00	(43.43)	25.00	-
172.28	364.69	209.72	(37.44)	25.00	-
142.18	299.12	172.02	(29.84)	25.00	-
104.81	218.45	125.62	(20.81)	25.00	-
58.25	120.01	69.01	(10.76)	25.00	-
-	-	-	-	25.00	-

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.(0513)
 Plan: Term to 80 With Increasing Premiums
 Issue Age: 55
 Sex: Male
 Class: Premier Non-tobacco
 Policy Size: \$ 100,000
 Interest Rate: 4.50%
 Net Level Premium: \$ 16.24
 Expense Allowance: \$ 30.30
 Scheduled Premium k factor 216.63%
 Maximum Premium k factor 62.12%

	Demonstration per 1000 Using Scheduled Premiums						Demonstration per 1000 Using Guaranteed Premiums					
	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
End of Duration	<u>Benefits</u>	<u>Premiums</u>	<u>Premiums</u>	<u>Cash Value</u>	<u>Insurance</u>	<u>Cash Value</u>	<u>Benefits</u>	<u>Premiums</u>	<u>Premiums</u>	<u>Cash Value</u>	<u>Insurance</u>	<u>Cash Value</u>
At issue	223.46	117.14	255.53	(30.30)	25.00	-	223.46	408.48	234.90	(30.30)	25.00	-
1	229.27	120.21	262.23	(31.14)	25.00	-	229.27	426.34	245.17	(35.59)	25.00	-
2	234.89	123.31	268.98	(32.22)	25.00	-	234.89	445.19	256.01	(41.67)	25.00	-
3	240.27	126.42	275.76	(33.58)	25.00	-	240.27	465.09	267.46	(48.66)	25.00	-
4	245.49	129.46	282.40	(34.96)	25.00	-	245.49	486.02	279.50	(56.45)	25.00	-
5	250.46	132.37	288.74	(36.28)	25.00	-	250.46	508.02	292.14	(65.14)	25.00	-
6	255.09	135.03	294.56	(37.43)	25.00	-	255.09	521.65	299.99	(68.98)	25.00	-
7	259.22	137.36	299.64	(38.34)	25.00	-	259.22	534.10	307.15	(72.59)	25.00	-
8	262.67	139.27	303.79	(39.01)	25.00	-	262.67	545.04	313.43	(75.93)	25.00	-
9	265.30	140.61	306.73	(39.30)	25.00	-	265.30	553.96	318.57	(78.84)	25.00	-
10	267.01	141.45	308.56	(39.41)	25.00	-	267.01	560.27	322.19	(81.05)	25.00	-
11	267.70	141.75	309.20	(39.36)	25.00	-	267.70	563.28	323.93	(82.23)	25.00	-
12	267.28	141.36	308.37	(38.95)	25.00	-	267.28	563.99	324.33	(83.09)	25.00	-
13	265.68	140.19	305.81	(38.02)	25.00	-	265.68	561.98	323.17	(83.45)	25.00	-
14	262.70	138.10	301.24	(36.45)	25.00	-	262.70	556.85	320.22	(83.23)	25.00	-
15	258.21	134.93	294.32	(34.07)	25.00	-	258.21	548.05	315.16	(82.26)	25.00	-
16	251.80	130.57	284.82	(31.05)	25.00	-	251.80	534.94	307.63	(80.53)	25.00	-
17	243.10	124.86	272.36	(27.37)	25.00	-	243.10	515.74	296.58	(77.29)	25.00	-
18	231.32	117.67	256.69	(23.59)	25.00	-	231.32	491.21	282.48	(73.84)	25.00	-
19	215.99	108.77	237.28	(19.64)	25.00	-	215.99	458.97	263.94	(69.14)	25.00	-
20	196.57	97.89	213.53	(15.48)	25.00	-	196.57	417.34	240.00	(62.70)	25.00	-
21	172.28	84.71	184.78	(11.22)	25.00	-	172.28	364.69	209.72	(54.28)	25.00	-
22	142.18	68.85	150.19	(6.97)	25.00	-	142.18	299.12	172.02	(43.65)	25.00	-
23	104.81	49.87	108.79	(3.23)	25.00	-	104.81	218.45	125.62	(30.90)	25.00	-
24	58.25	27.18	59.29	(0.63)	25.00	-	58.25	120.01	69.01	(16.31)	25.00	-
25	-	-	-	-	25.00	-	-	-	-	-	25.00	-

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.(0513)
 Plan: 10 Year Term With Increasing Premiums
 Issue Age: 55
 Sex: Male
 Class: Premier Non-tobacco
 Policy Size: \$ 250,000
 Interest Rate: 4.50%
 Net Level Premium: \$ 8.28
 Expense Allowance: \$ 20.35
 Scheduled Premium k factor 349.50%
 Maximum Premium k factor 80.38%

Demonstration per 1000 Using Scheduled Premiums

End of Duration	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
At issue	66.46	24.84	86.81	(20.35)	25.00	-
1	64.30	23.95	83.71	(19.41)	25.00	-
2	61.43	22.86	79.90	(18.47)	25.00	-
3	57.76	21.54	75.28	(17.52)	25.00	-
4	53.33	19.92	69.63	(16.29)	25.00	-
5	48.02	17.96	62.76	(14.73)	25.00	-
6	41.64	15.57	54.41	(12.78)	25.00	-
7	33.93	12.68	44.30	(10.38)	25.00	-
8	24.59	9.18	32.10	(7.52)	25.00	-
9	13.35	5.00	17.47	(4.12)	25.00	-
10	-	-	-	-	25.00	-

Demonstration per 1000 Using Guaranteed Premiums

Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
66.46	108.00	86.81	(20.35)	25.00	-
64.30	111.34	89.49	(25.19)	25.00	-
61.43	114.75	92.23	(30.80)	25.00	-
57.76	118.22	95.02	(37.26)	25.00	-
53.33	121.71	97.82	(44.49)	25.00	-
48.02	125.19	100.62	(52.60)	25.00	-
41.64	108.01	86.82	(45.18)	25.00	-
33.93	87.52	70.35	(36.42)	25.00	-
24.59	63.16	50.76	(26.18)	25.00	-
13.35	34.24	27.52	(14.17)	25.00	-
-	-	-	-	25.00	-

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.(0513)
 Plan: 10 Year Term
 Issue Age: 35
 Sex: Male
 Class: Premier Non-tobacco
 Policy Size: \$ 100,000
 Interest Rate: 4.50%
 Net Level Premium: \$ 2.06
 Expense Allowance: \$ 12.58
 Scheduled Premium k factor 210.61%
 Maximum Premium k factor 97.67%

Demonstration per 1000 Using Scheduled Premiums

End of Duration	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
At issue	27.65	19.10	40.22	(12.58)	25.00	-
1	27.83	18.90	39.81	(11.98)	25.00	-
2	27.97	18.70	39.38	(11.41)	25.00	-
3	28.06	18.49	38.93	(10.87)	25.00	-
4	28.07	18.27	38.47	(10.40)	25.00	-
5	28.00	18.04	37.98	(9.99)	25.00	-
6	27.84	17.80	37.48	(9.64)	25.00	-
7	27.56	17.55	36.96	(9.40)	25.00	-
8	27.11	17.29	36.42	(9.31)	25.00	-
9	26.48	17.03	35.86	(9.38)	25.00	-
10	25.63	16.75	35.28	(9.65)	25.00	-
11	24.51	15.40	32.43	(7.92)	25.00	-
12	23.12	13.99	29.45	(6.33)	25.00	-
13	21.43	12.51	26.34	(4.91)	25.00	-
14	19.52	10.96	23.08	(3.56)	25.00	-
15	17.37	9.34	19.67	(2.30)	25.00	-
16	14.88	7.64	16.10	(1.22)	25.00	-
17	12.00	5.87	12.35	(0.36)	25.00	-
18	8.61	4.00	8.43	0.18	25.00	-
19	4.66	2.05	4.32	0.34	25.00	-
20	-	-	-	-	25.00	-

Demonstration per 1000 Using Guaranteed Premiums

Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
27.65	41.18	40.22	(12.58)	25.00	-
27.83	42.01	41.03	(13.20)	25.00	-
27.97	42.87	41.87	(13.90)	25.00	-
28.06	43.77	42.76	(14.70)	25.00	-
28.07	44.73	43.68	(15.62)	25.00	-
28.00	45.72	44.66	(16.66)	25.00	-
27.84	46.77	45.69	(17.85)	25.00	-
27.56	47.88	46.76	(19.21)	25.00	-
27.11	49.04	47.90	(20.79)	25.00	-
26.48	50.27	49.10	(22.61)	25.00	-
25.63	51.56	50.36	(24.73)	25.00	-
24.51	47.40	46.29	(21.79)	25.00	-
23.12	43.05	42.04	(18.92)	25.00	-
21.43	38.50	37.60	(16.17)	25.00	-
19.52	33.73	32.95	(13.43)	25.00	-
17.37	28.75	28.08	(10.71)	25.00	-
14.88	23.53	22.98	(8.10)	25.00	-
12.00	18.05	17.63	(5.64)	25.00	-
8.61	12.32	12.04	(3.42)	25.00	-
4.66	6.31	6.16	(1.50)	25.00	-
-	-	-	-	25.00	-

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.(0513)
 Plan: 10 Year Term
 Issue Age: 55
 Sex: Male
 Class: Premier Non-tobacco
 Policy Size: \$ 100,000
 Interest Rate: 4.50%
 Net Level Premium: \$ 13.21
 Expense Allowance: \$ 26.51
 Scheduled Premium k factor 248.25%
 Maximum Premium k factor 106.16%

Demonstration per 1000 Using Scheduled Premiums							Demonstration per 1000 Using Guaranteed Premiums						
End of Duration	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value	
	<u>Benefits</u>	<u>Premiums</u>	<u>Premiums</u>	<u>Cash Value</u>	<u>Insurance</u>	<u>Cash Value</u>	<u>Benefits</u>	<u>Premiums</u>	<u>Premiums</u>	<u>Cash Value</u>	<u>Insurance</u>	<u>Cash Value</u>	
At issue	165.25	77.25	162.69	(26.51)	25.00	-	165.25	180.63	176.43	(26.51)	25.00	-	
1	168.11	77.36	162.94	(23.95)	25.00	-	168.11	186.00	181.67	(29.35)	25.00	-	
2	170.58	77.54	163.30	(21.91)	25.00	-	170.58	191.77	187.30	(33.00)	25.00	-	
3	172.60	77.78	163.80	(20.47)	25.00	-	172.60	197.96	193.36	(37.56)	25.00	-	
4	174.24	78.07	164.43	(19.57)	25.00	-	174.24	204.61	199.85	(42.97)	25.00	-	
5	175.41	78.44	165.20	(19.32)	25.00	-	175.41	211.75	206.82	(49.39)	25.00	-	
6	175.95	78.89	166.15	(19.89)	25.00	-	175.95	219.45	214.34	(57.02)	25.00	-	
7	175.69	79.44	167.32	(21.53)	25.00	-	175.69	227.80	222.50	(66.15)	25.00	-	
8	174.40	80.13	168.76	(24.52)	25.00	-	174.40	236.91	231.40	(77.11)	25.00	-	
9	171.89	80.96	170.52	(29.11)	25.00	-	171.89	246.88	241.13	(90.20)	25.00	-	
10	168.01	81.97	172.63	(35.47)	25.00	-	168.01	257.80	251.80	(105.67)	25.00	-	
11	162.62	75.59	159.20	(25.04)	25.00	-	162.62	237.75	232.21	(89.77)	25.00	-	
12	155.58	68.93	145.18	(15.55)	25.00	-	155.58	216.80	211.76	(74.58)	25.00	-	
13	146.73	61.95	130.48	(7.06)	25.00	-	146.73	194.84	190.31	(60.12)	25.00	-	
14	135.83	54.61	115.02	0.26	25.00	-	135.83	171.76	167.76	(46.51)	25.00	-	
15	122.65	46.87	98.70	6.31	25.00	-	122.65	147.40	143.97	(33.82)	25.00	-	
16	106.64	38.67	81.45	10.64	25.00	-	106.64	121.63	118.80	(22.48)	25.00	-	
17	87.29	29.97	63.12	12.89	25.00	-	87.29	94.27	92.07	(12.78)	25.00	-	
18	63.54	20.70	43.59	12.15	25.00	-	63.54	65.10	63.59	(5.57)	25.00	-	
19	34.71	10.75	22.64	8.02	25.00	-	34.71	33.81	33.02	(1.18)	25.00	-	
20	-	-	-	-	25.00	-	-	-	-	-	25.00	-	

Demonstration of Compliance with NAIC Standard Nonforfeiture Law

Form: TT.TERM.L20.(0513)
 Plan: 20 Year Level Term
 Issue Age: 55
 Sex: Male
 Class: Premier Non-tobacco
 Policy Size: \$ 100,000
 Interest Rate: 4.50%
 Net Level Premium: \$ 16.24
 Expense Allowance: \$ 30.30
 k factor 79.43%

Demonstration per 1000

End of Duration	Present Value of Future Benefits	Present Value of Future Premiums	Present Value of Future Adjusted Premiums	Calculated Minimum Cash Value	2.5% of Insurance	Required Minimum Cash Value
At issue	223.46	319.49	253.76	(30.30)	25.00	-
1	229.27	331.12	263.00	(33.73)	25.00	-
2	234.89	343.56	272.88	(37.99)	25.00	-
3	240.27	356.89	283.47	(43.20)	25.00	-
4	245.49	371.14	294.79	(49.30)	25.00	-
5	250.46	386.41	306.91	(56.45)	25.00	-
6	255.09	402.82	319.95	(64.86)	25.00	-
7	259.22	420.55	334.04	(74.81)	25.00	-
8	262.67	439.81	349.33	(86.66)	25.00	-
9	265.30	460.80	366.00	(100.70)	25.00	-
10	267.01	483.72	384.21	(117.19)	25.00	-
11	267.70	508.79	404.12	(136.42)	25.00	-
12	267.28	536.24	425.92	(158.64)	25.00	-
13	265.68	566.32	449.82	(184.14)	25.00	-
14	262.70	599.37	476.07	(213.37)	25.00	-
15	258.21	635.76	504.97	(246.76)	25.00	-
16	251.80	676.10	537.01	(285.21)	25.00	-
17	243.10	721.03	572.70	(329.60)	25.00	-
18	231.32	771.72	612.96	(381.64)	25.00	-
19	215.99	829.11	658.54	(442.55)	25.00	-
20	196.57	894.28	710.31	(513.74)	25.00	-
21	172.28	781.47	620.71	(448.42)	25.00	-
22	142.18	640.96	509.10	(366.92)	25.00	-
23	104.81	468.10	371.80	(266.99)	25.00	-
24	58.25	257.16	204.26	(146.01)	25.00	-
25	-	-	-	-	25.00	-

Statement of Variability

TT.TERM.(0513)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Policy	Front Cover	If a replacement policy: “Right To Return Policy. Please read this policy carefully. The policy may be returned by the Owner for any reason within thirty days after it was received. The policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East. Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Plan	Page 3	The Owner can elect either: <ul style="list-style-type: none"> • Term to 80 with Increasing Premiums • 10 Year Term with Increasing Premiums • 10 Year Term
Amount	Page 3	This will vary according to the amount of insurance elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Payable For (Premium Payable Period)	Page 3	The premium payable period varies depending on the plan elected by the Owner and the issue age of the Insured.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.

First Premium	Page 3	The Annual Premium on the Issue Date.
Final Conversion Date	Page 3	<p>This will vary depending on plan, Insured's issue age and Date of Issue:</p> <ul style="list-style-type: none"> • Term to 80 with Increasing Premiums – age 60 for issue ages 18 to 45; 15 years for issue ages 46 to 55; age 70 for issue ages 56 to 65 • 10 Year Term with Increasing Premiums – earliest of 3 years and age 71 • 10 Year Term – earliest of 10 years and age 70
Expiry Date	Page 3	<p>This will vary depending on plan, Insured's issue age and Date of Issue:</p> <ul style="list-style-type: none"> • Term to 80 with Increasing Premiums – age 80 • 10 Year Term with Increasing Premiums – 10 years • 10 Year Term – earliest of 20 years and age 80
Premium Classification	Page 3	<ul style="list-style-type: none"> • Premier <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Preferred <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Standard Plus <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Classified <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Guaranteed Issue
Table of Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.

Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured. For sex neutral policies, this will not vary by sex.
Policy Number	Page 3	This will vary depending on the policy number assigned.

Statement of Variability

TT.TERM.L20.(0513)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Policy	Front Cover	If a replacement policy: “Right To Return Policy. Please read this policy carefully. The policy may be returned by the Owner for any reason within thirty days after it was received. The policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 ("Home Office"), 414-271-1444. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	Page 3	This will vary depending on when the policy is issued.
Amount	Page 3	This will vary according to the amount of insurance elected by the Owner.
Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Payable For (Premium Payable Period)	Page 3	The premium payable period will vary depending on the Date of Issue.
Premium Payable Date	Page 3	The premium payable date will vary depending on the Date of Issue.
First Premium	Page 3	The Annual Premium on the Issue Date.
Final Conversion Date	Page 3	This will vary depending on Date of Issue. The Final Conversion Date is 10 years.
Expiry Date	Page 3	This will vary depending on Insured's issue age. Expiry date is 20 years for issue ages under 51; 25 years for issue ages 51 to 60.

Premium Classification	Page 3	<ul style="list-style-type: none"> • Premier <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Preferred <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Standard Plus <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Classified <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco
Table of Annual Premiums	Page 3	The Annual Premium varies by the Insured's issue age, sex and Premium Classification. For sex neutral policies, this will not vary by sex.
Direct Beneficiary	Page 3	This will vary depending on who the Owner elects as direct beneficiary.
Owner	Page 3	This will vary depending on who the Owner is.
Insured	Page 3	This will vary depending on who the Insured is.
Policy Date	Page 3	This date will vary depending on the Issue Date of the policy.
Age and Sex	Page 3	This will vary depending on the age and sex of the Insured. For sex neutral policies, this will not vary by sex.
Policy Number	Page 3	This will vary depending on the policy number assigned.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates applicable to the Policy as originally issued are shown on page 3. The Date of Issue will be later for any increase in the amount of insurance coverage placed into effect after the Policy is originally issued.

1.7 MISSTATEMENT

If the age of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All Policy rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Section 7.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information, in a form acceptable to the Company, is received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will

become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Other Selections. The Company may offer additional income plans.

8.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

8.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;

- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

8.6 INCOME PLAN RATES

Minimum Payment Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUST-MENT-	POLICY YEARS ELAPSED	AGE ADJUST-MENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

*See Section 8.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

1.6 DATES

The contestable and suicide periods begin with the Date of Issue. Policy months, years, and anniversaries are computed from the Policy Date. Both dates applicable to the Policy as originally issued are shown on page 3. The Date of Issue will be later for any increase in the amount of insurance coverage placed into effect after the Policy is originally issued.

1.7 MISSTATEMENT

If the age of the Insured has been misstated, the amount payable will be the amount which the premiums paid would have purchased at the correct age.

1.8 PAYMENTS BY THE COMPANY

All payments by the Company under this Policy are payable in United States dollars at the Home Office.

SECTION 2. OWNERSHIP

2.1 THE OWNER

The Owner is named on page 3. All Policy rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary. If the Policy has more than one Owner, Policy rights must be exercised only by authorization of all Owners. After the death of the Insured, Policy rights may be exercised only as provided in Section 7.

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information, in a form acceptable to the Company, is received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Insured, the Owner may name or change a successor owner who will

become the new owner upon the Owner's death. Naming or changing a successor owner will be effective upon receipt at the Home Office of a written request that is acceptable to the Company, including supplying any required information about the successor owner. A successor owner succeeds to the interests of the Owner only if the Owner is not the Insured at the time of the Owner's death.

2.4 COLLATERAL ASSIGNMENT

The Owner may assign this Policy as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at the Home Office. Unless otherwise specified by the Owner, the assignment will take effect on the date the assignment is signed by the Owner, subject to any payments made or actions taken prior to receipt of the assignment.

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 2.2 or Section 2.3.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Insured's spouse or the Insured's dependent.

Payment Frequency. On request, payments will be made once every 3, 6 or 12 months instead of each month.

Other Selections. The Company may offer additional income plans.

8.4 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Policy may name the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the Life Insurance Benefit. If the Owner of the Policy elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Policy; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If a Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

8.5 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless otherwise requested by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency;

- receive the present value of the remaining period certain payments in one sum; or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all the direct beneficiaries, contingent beneficiaries and further payees.

Present value will be based on the rate of interest used to determine the amount of the payments.

8.6 INCOME PLAN RATES

Minimum Payment Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the Minimum Payment Rate Tables.

The Life Income Plan payment rates in those tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Policy years that have elapsed from the Policy Date to the date that the income plan takes effect. A part of a Policy year is counted as a full year.

POLICY YEARS ELAPSED	AGE ADJUSTMENT-	POLICY YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

*See Section 8.6

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

State:	Arkansas	Filing Company:	The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI:	L04I Individual Life - Term/L04I.500 Other		
Product Name:	TT.TERM.(0513)		
Project Name/Number:	TT.TERM.(0513)/TT.TERM.(0513)		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/29/2012	Replaced 01/03/2013	Supporting Document	Flesch Certification	12/26/2012	STD TT TERM (0513) - FLESCH cert.pdf (Superceded) AR Certification.pdf

FLESCH SCORE CERTIFICATION

I certify to the best of my knowledge and belief that the following forms are in compliance with the Interstate Insurance Product Regulation Commission standards for Flesch Scores.

The Flesch Scores are as follows:

<u>Form Number</u>	<u>Flesch Score</u>
TT.TERM.(0513)	50.1
TT.TERM.L20.(0513)	50.1

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

12/14/2012

Date